



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

This one is 11417-VVVVVV

RECORDATION NO. 11417-VVVVVV
DEC 30 1980-3 40 PM

O-365A082

DEC 30 1980
Date
Fee \$2.00
ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 1 ("Rider") dated
as of July 6, 1979 to Car Leasing Agreement 0861
("Lease") between North American Car Corporation ("NAC")
and Beaver Creek Cooperative Elevator Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and amended on November 15, 1979
and recorded with the Interstate Commerce Commission on January
23, 1980, under Recordation No. 11417. Please record this Rider
under that Recordation number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
Main Street, Beaver Creek, Minnesota 56116. Please cross index
this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relating
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

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BRANCH

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

RECORDATION NO. 11417- VVVVVV
File # 1425

DEC 30 1980-3 40 PM

C E R T I F I C A T E
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 0861 between North American Car Corporation and Beaver Creek Coop. Elevator Co. dated July 6, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Lura Brewitt

My Commission Expires My Commission Expires March 26, 1983.

KEEP

ICC FILE COPY
11417- VVVVVV

Page 1
 Part of
 NORTH AMERICAN CAR CORPORATION
 CAR LEASING AGREEMENT 0061

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental For Car</u>
Five (5)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required)	\$470.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 20,000 x days in service that each car 365 covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 146), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 266.8 as was reported for February, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinafter described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 6th day of July, 1979.

WITNESSES:

[Signature]
 Assistant Secretary

WITNESSES:

[Signature]
 Secretary

NORTH AMERICAN CAR CORPORATION

By *[Signature]*
 President

SHRIMP (NEX) 0062, REV. 03.

By *[Signature]*
 President

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

800001 TIGER
LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

February 26, 1980

Beaver Creek Coop. Elev. Co.
Beaver Creek, Minnesota 56115

Re: Rider No. 1 of
Car Leasing Agreement 0861

Gentlemen:

The cars with the following reporting marks are to be
subjected to Rider No. 1 of Car Leasing Agreement 0861:

NAHX 483625 thru 483629.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By 
Vice President

CAR LEASING AGREEMENT 0861
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 24th day of January, 19 88 before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Dr. Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Lena Catalina
Notary Public
My Commission expires 2-14-23

State of Michigan)
County of Washtenaw) SS:

On this _____ day of _____, 19____; before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of _____, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public
My Commission expires